

**THOMAS E. SEARS, INC.**

**INSURANCE • REINSURANCE**

TELEPHONE 617-424-1400  
TELEX NUMBER 94-7635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. : SD10034(C)/USA0177**  
**Renewal Of: SD9023(C)/UPA0081**

EPA Region 10 Superfund

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**Releasable**

**ASSURED: Monsanto Company, Et Al**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

**Date:** 10/23/09, 11/20/09

**Document:** 876126, 877719

**RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$3,000,000 Part Of \$50,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$3,000,000 Part Of \$50,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.**

**AMOUNTS OR LIMITS INSURED: \$3,000,000 Part Of \$50,000,000 as indicated above which is excess of:**

- 1. \$100,000,000 Umbrella Coverage which in turn is in excess of:**
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or**  
**(b) \$100,000 Ultimate Net Loss in respect of each occurrence**

**PERIOD: FROM: April 1, 1985 TO: April 1, 1986**  
**Both Days 12:01 A.M. Standard Time**  
**PREMIUM: \$ 15,000 (For 100% Retention)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **4th** day of **November** 19 **85**

**THOMAS E. SEARS, INC.**

By .....  
*Authorized*

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 159496**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

, and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159497

## ENDORSEMENT

Endorsement No. 3  
**April 1, 1985**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that 100% of 10,90900 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY

PROPORTION

**Zurich International Limited**

**100.0000**

U. S. FEDERAL EXCISE TAX \$ 600.00  
The premium herein is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments therein.

### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD10034(C)/DRAQ177 of the

**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**  
**BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 159498**

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 2

### ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

### LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD10034(C)/USA0177 ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159499

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 2

Page 2

BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of SD10034(C)/UBA0177 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159500

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1  
**April 1, 1985**

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

**SD10034(C)/USA0177**

Attached to and forming part of ..... of the  
**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**BY:**

**MONS 159501**

# THOMAS E. SEARS • INC.

INSURANCE • REINSURANCE

TELEPHONE 930-0330  
TELEX NUMBER 930033

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD10029(L)/USA0178  
Renewal Of: PD9010(L)/GRA0076

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This insurance is to cover up to an amount of \$8,728,000 Part Of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,728,000 Part Of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,728,000 Part Of \$20,000,000 as indicated above which is excess of:

1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD0010 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985 TO: April 1, 1986  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$477,858 (For 100% Retention)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 4th day of November 19 85

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 159266

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159267



**ENDORSEMENT**

Endorsement No. <sup>3</sup>  
April 1, 1985

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **75.6127% of 100% of 94.5817%** of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD10029(L)/UBA0178** ..... of the

..... **UNDERWRITERS AT LLOYD'S OF LONDON** .....

..... **THOMAS E. SEARS, INC.** .....

..... **BY:** .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 159268**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

**ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION**

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**LIMITED SEEPAGE AND POLLUTION COVERAGE**

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

SD10029(L)/USA0178

Attached to and forming part of

..... of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. BEARS, INC.  
BY: .....

THOMAS E. BEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159269

MONSANTO COMPANY, ET AL.

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of SD10029(L)/USA0178 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
RY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159270

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1985

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

SD10029(L)/USA0178

Attached to and forming part of .....

..... of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159271

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 517-3241-50  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD10029(C)/USA0178  
Renewal Of: SD9018(C)/URA0074

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,728,000 Part Of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,728,000 Part Of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,728,000 Part Of \$20,000,000 as indicated above which is excess of:

1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD9019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985 TO: April 1, 1986  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$477,000 (For 100% Person)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 4th day of November 19 85

THOMAS E. SEARS, INC.

By: \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 159272

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159273

**ENDORSEMENT**Endorsement No. 3  
**April 1, 1985****INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that..... **34.3831% of 100% of 94.5871%** of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

**COMPANY****PROPORTION**

**Eurich International Limited**  
**Excess Insurance Company**  
**Scottish Lion Insurance Company Limited**

**16.3611%**  
**3.4372%**  
**4.5830%**  
**24.3813%**

**U. S. FEDERAL EXCISE TAX \$ 3,127.32**  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendment thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... **SD10029(C)/USA0178** ..... of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

**THOMAS E. SEARS, Inc.**  
**John Hancock Tower**  
**200 Clarendon Street**  
**Boston, Mass. 02116**

**MONS 159274**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

**ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION**

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**LIMITED SEEPAGE AND POLLUTION COVERAGE**

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

SD10029(C)/DBA0170

Attached to and forming part of ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159275



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of SD10029(C)/USA0178 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02118

MONS 159276

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1985

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

SD10029(C)/UBA0178

Attached to and forming part of ..... of the

VARIOUS COMPANIES  
THOMAS E. SPARS, INC.  
BY: .....

THOMAS E. SPARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159277

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 451 191  
TELEX NUMBER 940635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. : SD10030(L)/USA0179**  
**Renewal Of: SD9019(L)/URA0077**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **Monsanto Company, Et Al**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

**RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.**

**AMOUNTS OR LIMITS INSURED: \$8,000,000 as indicated above but only to pay the excess of:**

- 1. \$40,000,000 Umbrella Coverage which in turn is in excess of:**
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or**  
**(b) \$100,000 Ultimate Net Loss in respect of each occurrence**

PERIOD: FROM: **April 1, 1985** TO: **April 1, 1986**  
**Both Days 12:01 A.M. Standard Time**  
PREMIUM: **\$280,000 (For 100% of Cover)**  
**\$175,000 (For 62.5% Hereon)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **29th** day of **October** 19 **85**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 159284**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or reinsured) to give a written undertaking to the Insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159285

**ENDORSEMENT**

Endorsement No. <sup>3</sup>  
Apr 11 1, 1985

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 52.80% of 100% of 62.5% ..... % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... SD10030(L)/USA0179 ..... of the

**UNDERWRITERS AT LLOYD'S OF LONDON**

**THOMAS E. SEARS, INC.**

**BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass 02116

**MONS 159286**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

**ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION**

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**LIMITED SEEPAGE AND POLLUTION COVERAGE**

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

Attached to and forming part of SD10030(L)/USA0179 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 159287**

MONSANTO COMPANY, ET AL.

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of BD10030(L)/USA0179 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159288

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1  
**April 1, 1985**

**FOLLOWING FORM RIDER**

**Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.**

All other policy conditions remain unchanged.

Attached to and forming part of **SD10030(L)/USA0179** of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
BY: .....

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**200 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 159289**



# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 417-424-1500  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD10030(C)/USA0179  
Renewal Of: SD9819(C)/USA0077

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
880 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including  
Products Liability, Personal and Advertising Injury, and Excess Fidelity. This Insurance is to cover up  
to an amount of \$8,000,000 Ultimate Net Loss each occurrence subject to an  
annual aggregate of \$8,000,000 Ultimate Net Loss separately in respect of  
Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,000,000 as indicated above but only to pay  
the excess of:  
1. \$40,000,000 Umbrella Coverage which in turn is in excess of;  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985 TO: April 1, 1986  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$250,000 (For 100% of  
Cover)  
\$175,000 (For 42.5%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms  
and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of  
such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 29th day of October 19 85

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or  
of any occurrence which may result in loss covered by the insurance.)

MONS 159290

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, New York, New York 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of Insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159291

**ENDORSEMENT**Endorsement No. 3  
**April 1, 1985****INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that 47.20% of 100% of \$2.50 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>		<u>PROPORTION</u>
Walbrook Insurance Company	34.75%)	
El Paso Insurance Company	11.30%)	
Dart and Fraft Insurance Company, Limited	22.00%)	
Louisville Insurance Company, Limited	10.00%)	39.0000%
Ludgate Insurance Company, Limited	6.75%)	
Mutual Reinsurance Company, Limited	10.20%)	
Compagnie Europeene d'Assurances Industrielles	5.00%)	
Excess Insurance Company, Limited		2.4000%
Scottish Lion Insurance Company, Limited		3.2000%
Folsam International Insurance Company Limited		2.6000%
		<b>47.2000%</b>

U. S. FEDERAL EXCISE TAX \$ 444.90  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the act dated January 1, 1965, or any amendment thereof.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD10030(C)/USA0179 of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**MONS 159292**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD10030(C)/USA0179 ..... of the  
VARIOUS COMPANIES  
THOMAS E. FEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159294

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1

**April 1, 1985**

**FOLLOWING FORM RIDER**

**Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.**

All other policy conditions remain unchanged.

Attached to and forming part of **SD10030(C)/USA0179** of the  
**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**  
BY: .....

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**200 CLARENDON STREET**  
**BOSTON, MASS. 02118**

**MONS 159295**

**THOMAS E. SEARS, INC.**

**INSURANCE • REINSURANCE**

TELEPHONE 771-1000  
TELEX NUMBER 94-0832

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. : SD10031(C)/MSA0180**  
**Renewal Of: SD9020(C)/ORA007R**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED: Monsanto Company, Et Al**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63146**

**RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.**

**AMOUNTS OR LIMITS INSURED: \$20,000,000 as indicated above but only to pay the excess of:**  
**1. \$ 48,000,000 Umbrella Coverage which in turn is in excess of;**  
**2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or**  
**(b) \$100,000 Ultimate Net Loss in respect of each occurrence**

**PERIOD: FROM: April 1, 1985 TO: April 1, 1986**  
**Both Days 12:01 A.M. Standard Time**  
**PREMIUM: \$400,000 (For 100% of Cover)**  
**\$110,000 (For 27.50% Hereon)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **29th** day of **October** 19 **85**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 159305**

## ENDORSEMENT

Endorsement No. <sup>3</sup> Apr 11 1, 1985INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 100% of 27.50% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Swiss International Limited	43.6364%
Walbrook Insurance Company	34.75%
El Paso Insurance Company	11.30%
Dart and Kraft Insurance Company, Limited	22.00%
Louisville Insurance Company, Limited	10.00%
Ludgate Insurance Company, Limited	6.75%
Mutual Reinsurance Company, Limited	10.20%
Compagnie Europeenne d'Assurances Industrielles S.A.	5.00%
Hedderington Insurance Limited	10.9091%
Sovereign Marine and General Insurance Company, Ltd.	12.50%
Tokio Marine & Fire Insurance Company Limited	37.50%
Taisho Marine & Fire Insurance Company Limited	25.00%
Allians International Insurance Company, Ltd.	15.00%
Storebrand Insurance Company, Ltd.	10.00%

U. S. FEDERAL EXCISE TAX \$ 2,041.60  
 The premium herein is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulations dated January 1, 1966, or any amendments thereto.

100.0000%

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD10031(C)/USA0180 of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONS 159307



This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159306

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

**ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION**

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**LIMITED SEEPAGE AND POLLUTION COVERAGE**

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

Attached to and forming part of ED10031(C)/TISA0180 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY:

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159308

MONSANTO COMPANY, ET AL.

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of SD10031(C)/USA0180 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159309

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1

**April 1, 1985**

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SD10031(C)/USA0180 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

BY:

**MONS 159310**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 477-1200  
TELEX NUMBER 340635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note — No. :

SD10032(C)/USA0181

Renewal Of: SD9021(C)/TRA0079

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$2,170,000 Part Of \$12,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$2,170,000 Part Of \$12,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$2,170,000 Part Of \$12,000,000 as indicated above which is excess of:

1. \$ 60,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985

TO: April 1, 1986

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 21,700 (For 100% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

4th

day of November

19

85

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 159374

This Insurance may be cancelled on the customary short-rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 159375

# ENDORSEMENT

Endorsement No. <sup>3</sup> April 1, 1985

## INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 100% of 20,3373% of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

## COMPANY

## PROPORTION

Zurich International Limited  
Employers Insurance of Wausau

53.9200%  
46.0800%  
100.0000%

U. S. FEDERAL EXCISE TAX \$ 468.84  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1964, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD10032(C)/USA0191 of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

MONS 159376

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 2

ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD10032(C)/USA0181 ..... of the  
VAPIONE COMPANY  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159377



MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 2

Page 2

BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of ..... ED10032(C)/USA0181 ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159378

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 1

April 1, 1985

FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SD10032(C)/USA0181 of the  
VARIOUS COMPANIES

THOMAS E. BEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

THOMAS E. BEARS, INC.

BY:

MONS 159379

**THOMAS E. SEARS, INC.**

**INSURANCE • REINSURANCE**

TELEPHONE  
TELEFAX NUMBER

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. :**

**SD10033(C)/UAP0182**

**Renewal Of: 9P9022(C)/URA0080**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166**

**RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$3,200,000 Part Of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$3,200,000 Part Of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.**

**AMOUNTS OR LIMITS INSURED: \$3,200,000 Part Of \$20,000,000 as indicated above which is excess of:**

- 1. \$ 80,000,000 Umbrella Coverage which in turn is in excess of;**
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or**  
**(b) \$100,000 Ultimate Net Loss in respect of each occurrence**

**PERIOD: FROM: April 1, 1985**

**TO: April 1, 1986**

**Both Days 12:01 A.M. Standard Time**

**PREMIUM: \$ 24,000 (For 100% Person)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **4th** day of **November**

**19 85**

**THOMAS E. SEARS, INC.**

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 159429**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEADES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 159430**

# ENDORSEMENT

Endorsement No. <sup>3</sup>  
April 1, 1985

## INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 100% of \$18,666.79 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY	PROPORTION
Folsom International Insurance Co., Ltd.	6.25000
Zurich International Limited	62.50000
Turecum Insurance Company	31.25000
	100.00000

U. S. FEDERAL EXCISE TAX \$ 100.00  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendment thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD10033(C)/USA0182 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

MONS 159431

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

**ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION**

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**LIMITED SEEPAGE AND POLLUTION COVERAGE**

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD10033(C)/USA0182 ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159432

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 2

Page 2

**BUT ONLY AS A RESULT OF:**

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD10033(C)/USA0182 ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159433

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1

**April 1, 1985**

**FOLLOWING FORM RIDER**

**Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.**

All other policy conditions remain unchanged.

Attached to and forming part of **SD10033(C)/USA0182** of the  
**VARIOUS COMPANIES**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**THOMAS E. SEARS, INC.**

**BY:**

**MONS 159434**